

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND PENINSULA
TRAFFIC CONGESTION RELIEF ALLIANCE FOR THE COUNTYWIDE
VOLUNTARY TRIP REDUCTION PROGRAM**

This Agreement, effective **July 1 2013**, by and between CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and Peninsula Traffic Congestion Relief Alliance, a joint powers authority, hereinafter called "the Alliance."

W I T N E S S E T H

WHEREAS, it is necessary and desirable that the Alliance be engaged by C/CAG for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be provided by the Alliance.** In consideration of the payments hereinafter set forth, the Alliance shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.
2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payment to the Alliance as follows. Alliance shall submit to C/CAG quarterly invoices in a total contract amount not to exceed five hundred ten thousand dollars (\$510,000). Payments shall be made within 30 days after receipt and approval of the quarterly invoice from the Alliance. In the event that C/CAG makes any advance payments, the Alliance agrees to refund any amounts in excess of the amount owed by C/CAG at the time of termination of this Agreement.
3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. **Non-Assignability.** The Alliance shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. **Contract Term.** This Agreement shall be in effect as of July 1, 2013 and shall terminate on June 30, 2014; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to the Alliance. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, the Alliance shall be paid for all services provided to the date of termination.

6. **Hold Harmless/Indemnity.** The Alliance shall indemnify and save harmless C/CAG, its officers, directors, employees, and servants from all claims, suits, damages or actions of every name, kind, and description, arising from the Alliance's performance, or failure to perform under this Agreement.

(a) The duty of the Alliance to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

(b) The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement."

7. **Insurance.** The Alliance or its subcontractors performing the services on behalf of the Alliance shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. The Alliance shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Alliance's coverage to include the contractual liability assumed by the Alliance pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: the Alliance shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance. The Alliance shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect the Alliance, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by the Alliance or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional

insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, C/CAG, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. **Non-discrimination.** The Alliance and its subcontractors performing the services on behalf of the Alliance shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. **Accessibility of Services to Disabled Persons.** The Alliance, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. **Substitutions.** If particular people are identified in Exhibit A as working on this Agreement, the Alliance will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. **Sole Property of C/CAG.** As between C/CAG and the Alliance any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
12. **Access to Records.** C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Alliance which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Alliance shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.
13. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands to this agreement for the Countywide Voluntary Trip Reduction Program on the day and year as indicated below.

Peninsula Traffic Congestion Relief Alliance

By _____
Date

Peninsula Traffic Congestion Relief Alliance Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____
Brandt Grotte
C/CAG Chair
Date

C/CAG Legal Counsel

By _____
C/CAG Legal Counsel

Exhibit A
Peninsula Traffic Congestion Relief Alliance
Scope of Work, FY 2013-2014

1) Program Area 1 – Working directly with employers to reduce peak period commute trips

1. Employer Outreach
2. Employer Based Shuttle program development and management
3. Employer Support Services
4. School Pool and Carpool to College

Employer Outreach

Goal: Increase the market penetration of Alliance commute alternative programs in San Mateo County.

Objective: Increase the number of employers participating in Alliance programs by 10,000 additional employees or 3% per year.

Measures of effectiveness: a) continue to compare mode splits of employers who offer Alliance assistance versus employers who do not offer assistance; b) annually calculate peak period auto trips reduced, annual emissions reduced and participation in commuter alternative programs by employers participating in Alliance programs.

Key Action Items: Conduct triennial survey of commute behavior and agency effectiveness for San Mateo County residents and commuters; Execute phase 2 of the Database Improvement Project working with the data records for employers with fewer than 50 employees; Assist BAAQMD and MTC with the development of the employer database for SB 1339 outreach (focusing on San Mateo County employers); Provide outreach, consulting, and support services for employers in San Mateo County that will be subject to the provisions of SB 1339; Work with San Mateo County Transit District and C/CAG to support their respective mobility management goals; Conduct analysis of employers in the Alliance database that are not currently participating in Alliance programs to determine why they are not active participants in Alliance programs and what can be done to bring them to active status; Conduct targeted campaigns of small to medium employers to encourage employer consortiums to participate in Alliance commute alternative programs – use property managers, chambers of commerce and business organizations to reach these employers; Promote the adoption of Carpool, Vanpool and Try Transit incentives at new-employee orientations, employee benefit meetings and employer transportation events; Conduct targeted outreach to employers in Redwood City to form up to three additional short-distance vanpools as part of the Last Mile Connection pilot program (MTC Innovative TDM project); Design, develop and deploy a self-service portal on the commute.org web site for use by the agency's more active employers; Continue direct outreach to larger employers in San Mateo County who do not currently work with the Alliance or existing employers who work with the Alliance currently to participate in new programs; Continue coordinating with BAAQMD's Spare the Air team to promote the "Great Race for Clean Air" campaign in San Mateo County which is held in the fall.

Employer Based Shuttle Program Development and Management

Goal: a) continue to provide safe and reliable employer based shuttle services between employment sites and Caltrain, BART, and WETA Ferry stations/terminals; b) continue to work with existing and potential new employer consortiums to attract and retain additional ridership; c) maximize satisfaction of employer representatives in shuttle consortiums and their employees; d) provide employer based shuttle services

that are financially sustainable in a cost effective manner that do not duplicate existing fixed route services.

Objectives: a) expand employer participation in consortium routes by 5% annually to reduce costs to other participating employers; b) increase ridership through employer promotion on existing shuttle routes and potential new shuttle routes to build ridership on SamTrans, Caltrain, BART and San Francisco Bay Ferry by an average of 5% annually over a three-year period.

Measures of Effectiveness: a) achieve a cost per passenger of \$7.00 or less with a target of \$4.00 or less for employer-based shuttles; b) achieve C/CAG benchmark of 15 passengers per revenue hour for all commuter based shuttle services; c) attain high satisfaction rates in annual customer surveys; d) total cost per ton of emission reduced should be below \$90,000 per ton.

Key Action Items: Continue to implement the action items recommended in the Shuttle Business Practices Study; Dedicate agency resources to work on employer outreach in order to increase participation and funding for shuttles; Participate in the biennial call for projects for shuttle funding in early 2014 for the FY 2014-2016 funding period; Work with interested cities, developers, property managers and large employers to develop and implement additional Alliance-managed routes that will be ready in time for the FY 2014-2016 call for projects; Participate with SamTrans and the Joint Powers Board (JPB) on a coordinated, multi-agency RFP for shuttle services; Complete on-boarding process for selected vendor and ensure a smooth transition should a new vendor be chosen as a result of the multi-agency RFP for shuttle services; Implement revised branding scheme for all shuttles in San Mateo County that are under contract with the Alliance or SamTrans; Increase transparency and ease of understanding in coordination with funding partners for all Alliance shuttle performance metrics; Use social media to interact with shuttle riders; Conduct annual rider quality of service survey of shuttle riders during the fiscal year; Conduct TFCA ridership quality survey on their behalf for Redwood City Midpoint route; Conduct shuttle monitoring checks per month to ensure vendor compliance with Alliance policies and procedures; Participate in employer events and meetings to encourage shuttle ridership and ensure sustainability of the shuttle program.

Employer Support Services

Goal: Provide employer support services, including the County-wide Emergency Ride Home Program, Bicycle Rack and Locker program and bicycle safety and training workshops. These programs are provided to overcome barriers to utilize commute alternative programs.

Objective: Increase employer participation in Alliance support services by 5% annually.

Measures of Effectiveness: a) employer satisfaction with program delivery; b) annual feedback from employer participants; c) increased participation in above programs by 5% annually.

Key Action Items: Emergency Ride Home Program was updated in FY 2012-2013 and will be expanded to more employers in current fiscal year; Additional reporting on ERH program usage will be generated, reported and analyzed on a quarterly basis; Increase the number of employers participating in the bicycle rack and locker incentive program, providing incentives for employers including schools and municipalities that install bicycle lockers and/or racks; Coordinate bicycle safety and training workshops with employers at their worksites or through city or county entities by a certified bicycle safety instructor to provide rules of the road for cyclists, tips on buying a bicycle and bicycle maintenance instruction – multi-lingual training will be offered when appropriate; Promote and facilitate the creation of employee density mappings and employer surveys through the 511 Rideshare program.

School-Based Employer Efforts

Goal: Increase the market penetration of schools participating in the School Pool and Carpool to College Program.

Objective: Increase the number of schools participating by 5% annually with a focus on Alliance cities that do not have significant employment centers.

Measures of Effectiveness: Annually calculate peak period commute trips reduced, annual emissions reduced, and participation in commute alternatives by schools participating in Alliance programs. Strive to increase participation in program by 5%.

Key Action Items: Partner with Safe Routes to School initiatives in San Mateo County to offer broader range of school commute options; Coordinate with the San Mateo County Office of Education to work with the Safe Routes to School programs at school districts in the county; Meet with and train the Safe Routes to School coordinators on the 511 School Pool database program and the Alliance's School Pool incentive program; Pilot a "Carpool to School Day" in February in coordination with the Spare the Air Youth program; Encourage San Mateo County school districts to promote the Alliance's School Pool Program for transporting at least two children from two different households to one school a minimum of two days per week for two months; Partner with colleges in the county to promote the Carpool to College program for students carpooling to college a minimum of 2 days per week during a consecutive 8 week period (same criteria as the standard carpool incentive); Use social media, web-based marketing and video to promote the Carpool to College program.

2) Program Area 2 - Working with Commuters to Explore Utilize Alternative Transportation

1. Direct marketing and communication with commuters
2. Vanpool and carpool incentive program
3. Try Transit Incentive Program
4. Bike to Work Day Promotions

Direct Marketing and Communication with Commuters

Goals: Provide commute alternative information directly to San Mateo County commuters so that they can make informed choices on commute options.

Objectives: a) increase awareness of Alliance and its programs by commuters from 25% to 33% over a three-year period; b) increase website usage a minimum of 10% annually; c) achieve 90% satisfaction rate in follow-up surveys to program participants.

Measures of Effectiveness: a) gauge awareness of Alliance and its programs in periodic general public surveys; b) 33% of employed residents should be aware of Alliance efforts in random survey conducted at the end of the 4-year period of the Strategic Plan 2010-2013.

Key Action Items: Plan and implement media campaigns to broaden awareness of the Alliance and its programs; Collaborate with SamTrans, and other transit partners, on a Try Transit Campaign in FY 2013-2014 ("Catch a Ride! Let's Roll, San Mateo County! ~ 2014 version); Use a variety of media sources to reach commuters in San Mateo County; Participate in San Mateo County Spare the Air Resource Team campaigns sponsored by the Bay Area Air Quality Management District to increase awareness of the

Alliance and target San Mateo County commuters; Develop, promote, and manage campaigns twice per year that directly target those who commute in or through San Mateo County; A major upgrade of the technical side of the commute.org site will be done in FY 2013-2014 to ensure its security and to provide the features that are required to execute the work plan; Deploy a more robust version of the mobile site for commute.org; Continue use of social media and video in the Alliance's outreach efforts.

Carpool and Vanpool Incentive Programs

Goal: Provide commuters with a direct incentive to try a carpool or vanpool.

Objectives: a) Increase the number of carpool and vanpool incentive participants by 10% each annually; b) have a minimum of 70% of program participants continue to use the carpool or vanpool mode after utilizing the incentive.

Key Action Item: Participate in the Regional Rideshare Program TAC Meetings and Regional Rideshare Program marketing meetings to coordinate efforts; Promote Carpool Incentive Program providing gas card incentive of \$60 per passenger as a one-time incentive to carpool at least two days per week for eight weeks;

Promote the Vanpool Incentive Program providing \$500 for vanpool drivers who drive a vanpool for six months and three month subsidy for vanpool passenger costs up to \$100 per month for those who ride in a vanpool for three months; Provide support and resources for the MTC Innovative TDM Program grant project focused on the Last Mile Project in Redwood City; Short-distance vanpools have proven to be very popular and effective for the commute between southern Alameda County and mid San Mateo County, therefore, the Alliance will work with employers and agencies that want to use the commute alternative for their employees; Conduct one-year post survey of carpool and vanpool incentive participants to determine if they are continuing to utilize the commute alternative.

Try Transit Incentive Program

Goal: Increase ridership on Caltrain, SamTrans, BART, and WETA's SSF Ferry

Objectives: a) increase the number of participants in Try Transit by 10% annually; b) retain 70% or more of Try Transit Program participants in their use of public transportation.

Measure of Effectiveness for Incentive Programs: a) track the annual number of program participants by program with a goal of a 10% annual increase; b) continue follow-up surveys to measure changes in travel behavior and annually track reduction in peak period commute trips, vehicle miles travelled and emissions reduction.

Key Action Items: Promote Try Transit Program to potential riders who currently drive; Provide program information to employer ETC's and directly to commuters at employer fairs, community events, and via the web site; Conduct one-year post survey of incentive participants to determine if they are continuing to take transit; Produce annual report to transit agencies and secure new tickets to continue program with partnering agencies; Use the spring campaign, "Catch a Ride! Let's Roll, San Mateo County!" to promote the Try Transit program for transit alternatives to the people who commute to, through or within the county; Engage prior recipients of Try Transit incentives through the use of social media, surveys, and contests.

Bike to Work Day

Goal: Participate in Bay Area wide event to promote the use of bicycling as a convenient form of commuting.

Objective: Increase the number of Bike to Work Day participants by 10% from the previous year.

Key Action Items: Function as the county-wide coordinator for Bike to Work Day in San Mateo County; Recruit and manage volunteers to staff the Energizer Stations; Organize and supply the handouts for participants; Promote the event through employers, cities, organizations, agencies, and the media; Work with the region-wide event coordinator; Keep statistics on the event participation.

3) Program Area 3 - Working with Public and Private Partners to Collaboratively Develop New Resources and Tools to Expand Transportation Alternatives

1. Funding and Resource Development
2. Development of Community-Based Mobility Services
3. Community Facilitation of Transportation Alternatives

Funding and Resource Development

Goals: a) Retain existing funding sources through successful project delivery; b) seek additional funding to address identified needs and plans developed in collaboration with SMCTD and C/CAG.

Objectives: a) work with partners to ensure 100% sustainability of existing funding; b) expand funding to meet identified needs and priorities.

Measures of Effectiveness: a) sustainability of existing funding resources; b) amount of additional new financial and other resources generated each year.

Key Action Items: Participate in Sustainable Communities Strategy discussions, Countywide Transportation Plan 2035, Shuttle Business Practices Study work group, Economic Prosperity Strategy for the Bay Area study group, and other ad hoc groups/panels that can have an impact on congestion and commute alternatives in San Mateo County.

Development of Community-Based Mobility Services

Goal: Implementation of future community-based shuttles should be based on direct collaboration with SMCTD and a prioritized needs assessment.

Objective: The SamTrans Service Plan (SSP) should provide guidance to the cities and the Alliance on planning for future community-based shuttles that do not duplicate SamTrans local routes.

Measures of Effectiveness: SMCTA and C/CAG's efficiency standards for fixed-route service are cost per passenger of < \$7 for commuter shuttles and \$9 for commuter/community combination shuttles. For door-to-door services the benchmark goals are: cost per passenger of < \$16, and > two riders per service hour.

Key Action Items: Continue to work with SamTrans and C/CAG to implement the recommendations of the Shuttle Business Practices Study with a focus on determining the most effective and efficient methods for the various transportation-related agencies to provide shuttle services in the county; Work with cities that sponsor community shuttle projects to help them understand the keys to success; Serve as an advisor

of best practices when it comes to questions they may have through the application and development process.

4) Program Area 4 - Strengthening the Organization Capacity of the Alliance to Achieve Its Goals

1. Finance and Budget
2. Governance
3. Administration and Business Practices
4. Communication

Finance and Budget

Goal: Ensure the integrity of the budgeting and financial reporting process and operational efficiencies.

Key Action Items: Implement cost-accounting procedures and systems to support the need for accurate and timely reports required by funding agreements; Expand the chart of accounts to support the added level of granularity needed to produce accurate and timely reports required by funding agreements; Review all activities and programs to determine those that are most effective and those that are underperforming based on performance measurements adopted; Evaluate each organizational activity for cost effectiveness as measured by Performance Measures recommended in Program Area 1, 2 and 3; Eliminate activities and programs that are dramatically underutilized and/or provide little substantial effect on the organizational mission.

Governance

Goals: a) Ensure meaningful participation by each key constituency of the Alliance including employers, riders and public and private partners; b) continue to ensure that all new Board members receive full orientation to Alliance mission and goals, as soon as they are appointed to the Board; c) ensure that the Strategic Plan is monitored and updated on a regular basis.

Key Action Item: Design and develop an Accountability and Transparency Initiative that includes an Accountability Kit for use by the board, supervisory committee, staff members and funding partners.

Administration and Business Practices

Goals: a) Ensure adoption of Alliance mission and assess all programs and activities to maintain adherence to mission; b) attract and retain quality employees; c) foster a culture of environmental stewardship.

Key Action Items: Review/update staff wellness program, leadership development, succession plan and grant opportunities.

Communication

Goals: a) heighten awareness of the Alliance and create more powerful, compelling communications; b) increase employer participation in transportation demand management programs through communication efforts directly to San Mateo County employers to reach their employees.

Key Action Item: Media plan to recommend/purchase advertising cost effectively; Publish an Annual Report – in the new format that was introduced for the FY 2011-2012 report.